

LAW OFFICE OF  
LOCKE, PURNELL, BOREN, LANEY & NEELY  
(A PROFESSIONAL CORPORATION)  
3600 REPUBLICBANK TOWER  
DALLAS, TEXAS 75201-3989

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AREA CODE 214  
754-7400  
WRITER'S DIRECT DIAL NUMBER

6-113A030

No.

April 23, 1986

APR 23 1986  
Date.....

Interstate Commerce Commission  
12th and Constitution Ave., N.W.  
Washington D.C. 20423

RECORDATION NO. 14881-1 Filed 1425  
APR 23 1986 -9 30 AM

ICC Washington, D. C.

Attn: Ms. Mildred Lee; Room 2303

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Enclosed are the original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. This secondary document is a Release from the Interim User Agreement, dated December 20, 1985. The primary document to which this is connected is recorded under Recordation No. 14881.

The names and addresses of the parties to the documents are as follows:

Vendor/Releasing Party: Trinity Industries, Inc.  
P.O. Box 10587  
Dallas, Texas 75207  
Attn: Neil O. Shoop

Vendee/Releasing Party: The Chesapeake and Ohio Railway Co.  
100 North Charles St.  
Baltimore, Maryland 21201  
Attn: Treasurer-303

A description of the equipment covered by the primary document follows:

242 fully-enclosed tri-level auto racks, to bear Chesapeake and Ohio rack numbers C1766-C2007, inclusive.

A fee of ten dollars (\$10) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

J. J. French, Jr.  
LOCKE, PURNELL, BOREN, LANEY & NEELY  
(A Professional Corporation)  
3600 RepublicBank Tower,  
Dallas, Texas 75201-3989

Not sure  
of next  
letter  
14881-1

C. French, Jr. - for Mr. French

RECEIVED  
APR 23 1986  
FBI - DALLAS

A short summary of this secondary document that will appear in the index follows:

The Release provides that the parties acknowledge that the Interim User Agreement has been cancelled by its terms and releases the other from such Agreement. The Agreement covers 242 fully-enclosed tri-level auto racks to bear Chesapeake and Ohio rack numbers C1766-C2007, inclusive.

Very truly yours,

LOCKE, PURNELL, BOREN, LANEY & NEELY  
(A Professional Corporation)

By:



John B. McKnight  
Counsel for  
Trinity Industries, Inc.

Interstate Commerce Commission  
Washington, D.C. 20423

4/23/86

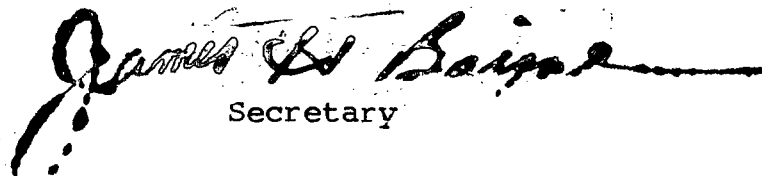
OFFICE OF THE SECRETARY

John B. McKnight  
Locke, Purnell, Boren, Laney & Neely  
3600 Republic Bank Tower  
Dallas, Texas 75201-3989  
Atten. J.J. French, Jr.

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/23/86 at 9:30am and assigned re-recording number(s). 14881-A Released

Sincerely yours,

  
Secretary

Enclosure(s)

APR 23 1986 -9 20 AM

INTERSTATE COMMERCE COMMISSION

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RELEASE

Dated as of January 15, 1986

between

TRINITY INDUSTRIES, INC.

and

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

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**RELEASE**

This Release dated and made effective as of January 15, 1986, by and between Trinity Industries, Inc. ("Trinity") and The Chesapeake and Ohio Railway Company ("C & O")

**W I T N E S S E T H:**

WHEREAS, the terms of a certain Interim User Agreement (herein so called) dated as of December 20, 1985, between Trinity and C & O provide that on the earlier of April 30, 1986, or the date of establishment of a permanent financing arrangement, the Interim User Agreement "shall automatically be cancelled and superseded without further action by or notice to any party concerned"; and

WHEREAS, as of January 15, 1986, (1) C & O entered a Finance Agreement with Mercantile-Safe Deposit and Trust Company and the Investors named in Schedule A attached thereto, and (2) C & O entered a Conditional Sale Agreement with Trinity and Thrall Car Manufacturing Company, and (3) Trinity entered an Agreement and Assignment with Thrall Car Manufacturing Company and Mercantile-Safe Deposit and Trust Company, all of which agreements, taken together, constitute a permanent financing arrangement resulting in the cancellation and supersedure of the Interim User Agreement; and

WHEREAS, said permanent financing arrangement was established prior to the delivery by Trinity to C & O of any of the auto racks to which such Interim User Agreement related;

NOW, THEREFORE, C & O and Trinity each hereby (1) acknowledge and agree that the Interim User Agreement has been cancelled and superseded by its own terms and (2) do release and discharge each other from all the terms, covenants and obligations of the Interim User Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names all as of the date first above written.

THE CHESAPEAKE AND OHIO RAILWAY  
COMPANY

By: A. B. Nifon

Treasurer

TRINITY INDUSTRIES, INC.

By: W. Lewis

Senior Vice President

STATE OF MARYLAND     )  
                              )  
CITY OF BALTIMORE     )     ss.:

On this 16th day of April, 1986, before me personally appeared A. B. Aftoora, to me personally known, who being by me duly sworn, says that he is the Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Deborah M. McCauley  
Notary Public

My Commission Expires:

7-1-86

STATE OF TEXAS     )  
                              )  
COUNTY OF DALLAS     )     ss.:

On this 17th day of April, 1986, before me personally appeared K. W. Lewis, to me personally known, who being by me duly sworn, says that he is a Senior Vice President of TRINITY INDUSTRIES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Barbara Galliani  
Notary Public

My Commission Expires:

9-30-88